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objection, of other fires communicated by the engines of said company prior and subsequent to the fire in question, it is not error to instruct the jury that they may consider such evidence for the purpose of determining whether or not there was negligence on the part of the company's employees, or defects in its engines, and also for the purpose of showing a negligent habit of the officers and agents of such company.

**NEGLIGENCE—*Question of fact.*** Negligence is a question of fact peculiarly within the province of the jury, and in the case at bar, the verdict of the jury finding the defendant guilty of negligence, is approved.

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**LEMON AND OTHERS V. HERBERT, TRUSTEE, AND OTHERS—Decided at Richmond, March 12, 1896.—*Riely, J:***

1. **CHANCERY PRACTICE—*Valid decree, though erroneous, cannot be collaterally assailed—Adequate remedy at law.*** A final decree of a court of equity having jurisdiction of the parties, and a general jurisdiction over equitable rights, interests, and remedies, is not null and void merely because the complainant had a full, adequate and complete remedy at law; and however erroneous such decree may be, it is conclusive until vacated or reversed, and cannot be collaterally assailed. Objections to a decree which merely show that it is erroneous, but fall short of showing that it is void, cannot be made in a collateral proceeding.

2. **REMOVAL OF CAUSES—*Consent—Infants may consent by guardian ad litem.*** The consent of all parties to the removal of a cause from one court having jurisdiction thereof to another court of like jurisdiction is equivalent to a motion by such parties for such removal, and the guardian *ad litem* of infant parties may give such consent for the infants.

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**JAMES' EX'OR AND OTHERS V. LIFE.—Decided at Richmond, March 19, 1896.—*Cardwell, J:***

1. **CHANCERY JURISDICTION—*Bill to enforce judgment—Revival of Judgment.*** A bill in equity may be maintained against the personal representative of a decedent and his devisees or heirs at law to subject the real estate of the decedent to the payment of a judgment recovered against him in his lifetime, without first reviving such judgment at law.

2. **CHANCERY JURISDICTION—*Bill to enforce a judgment—Within what time it may be filed—What time excluded.*** The right to file a bill in equity to enforce a judgment lien is co-extensive as to time with the right to sue out an execution on such judgment. And, in computing the time within which an execution is to be sued out, the time between January 1, 1869, and March 29, 1871, is excluded by express statutory provision. Sec. 3577 Code.

3. **PRESUMPTION OF PAYMENT—*Limitation.*** The mere efflux of time, short of twenty years, will not raise a presumption of payment of a debt not barred by the statute. In the case at bar, neither the lapse of time, the condition of the parties, the circumstances surrounding them, nor their relations to each other justify such presumption.